(Senate Resolution dated 25.12.2018 no. 14)

# ATILIM UNIVERSITY

**DIRECTIVE ON EXECUTION OF RESEARCH, DEVELOPMENT, DESIGN, IMPLEMENTATION AND CONSULTANCY PROJECTS SUPPORTED EXTERNALLY**

# SECTION ONE

## Purpose, Scope, Basis and Definitions

**Purpose**

**Article 1-(1)** This Directive is prepared with the aim to define the principles on all externally-supported research, development, design, implementation and consulting projects; and to ensure technology transfer, cooperation and coordination within and outside of the University.

## Scope

**Article 2 - (1)** This Directive covers the principles and procedures regarding cooperation efforts and contracts among Atılım University and other universities - public and private institutions and organizations - NGOs in the fields of research and production; in addition to efforts to determine the basis of, as well as to support, prepare, develop, execute, review, monitor, report and assess the results relevant to projects of research, development, design and innovation, and consultancy; prepared by full-time academic and/ or administrative personnel of Atılım University and financed by these institutions and organizations.

## Basis

**Article 3-(1)** This Directive is based on the principles in the provisions of Article 14 of Higher Education Law no. 2547 dated 04.11.1981; Article 5 of Law on Supporting Research and Development Projects no. 6676 dated 10.08.2016; the resolutions of the Turkish Council of Higher Education; and the relevant regulations and directives by Atılım University.

## Definitions

**Article 4 -** (1) The definitions for this Directive are:

1. ARGEDA-TTO: Research, Development, Implementation, Counseling and Technology Transfer Office,
2. ATÜMTEK: Atılım University Directorate of Research and Implementation Centers GBE,
3. Head of Department: Heads of Atılım University Departments,
4. Dean: School Deans of Atılım University
5. Externally-Supported Project: Projects supported by the organizations and institutions mentioned in Article 2,
6. Director: The Director of ARGEDA-TTO
7. IIPR: Intellectual and Industrial Property Rights
8. Chairperson of the Board of Trustees: The Chairperson of the Board of Trustees of Atılım University
9. President: The President of Atılım University;
10. University: Atılım University.

# SECTION TWO

## Project Procedures

**Project executives**

**Article 5-(1)** Project executives are the faculty members of the University who are skilled and competent in project preparation and execution; are capable of undertaking the scientific, technical, legal, financial and administrative responsibilities of the project; and are able to assess and publish project results through scientific methods and construct implementations.

1. Project Executives are the executives of projects of their own preparation and presentation that are accepted in line with Article 6/1 of this Directive. Project Executives are responsible for all aspects of an accepted project, including their scientific, technical, legal, financial and administrative aspects, within the scope of the first clause of this Article; and represent the University before relevant institutions and organizations for projects supported by the organizations and institutions mentioned in Article 2.
2. It is the duty of Project Executives to execute and complete projects within scientific and academic codes of conduct, in line with contract provisions, financing and timing, and in the best way possible.

## Project Acceptance and Contracting

**Article 6-(1)** Before the proposals are presented for the Projects supported by the institutions and organizations mentioned in Article 2 of this Directive to the relevant institutions and organizations, the approving opinion of the ARGEDA-TTO Executive Board is requested. The approving opinion of ARGEDA-TTO Executive Board, as well as the assent and support by the relevant institution and organization, deem the project accepted. When a project is accepted, the relevant institution or organization signs a contract that includes the details regarding project execution with Atılım University.

## Principles for project execution

**Article 7-(1)** The principles below apply in project execution:

* 1. All units and individuals are obligated to follow the rules determined by the institutions and organizations supporting the projects during project execution detailed within the scope of Article 2 by the University and the points raised in their contract; in addition to the legislations relevant to the topics of projects, as well as the principles stipulated with the relevant regulations by Atılım University. Officials breaching the obligation are subject to replacement by the Presidency upon the suggestion by the Project Executive.
	2. When a project is accepted, the ARGEDA-TTO Directorate informs the Directorate of Financial Affairs and Budget of the University in writing, and presents the information and documents relevant to the Project to the Undersecretary of Law and the Directorate of Financial Affairs and Budget, in order to work in coordination to ensure that the project is executed in line with the legislation from the legal, financial and administrative standpoints.
	3. Project executives present main reports and a conclusion report prepared in line with the calendar determined by the supporting institution to the project official of the relevant institution and organization, in line with the project schedule determined on the project contract for externally-supported projects. Project executives convey the copies of all correspondences and information from supporting organizations and institutions to ARGEDA-TTO.
	4. For externally-supported projects; in the event that materials such as machinery, equipment etc. are granted to the University by supporting institutions or organizations for the purposes of a project; the project manager informs the Directorate of Financial Affairs and Budget of the procedures to register these materials as assets in the University stock, and the procedures for delivery where these materials are required to be delivered to the relevant institutions and organizations. These procedures are performed within the knowledge and supervision of the Directorate.
	5. All information, documents and data open to the access and utilization of anyone involved in the project procedures mentioned within the scope of Article 2 by the University are deemed classified, regardless of their media. These individuals are primarily required to follow the provisions of privacy mentioned within the scope of the project contract. In the event that no provisions of privacy are determined within the scope of the project contract, classified information may not be disclosed to third parties and/ or copied without the written permission of the President. Violators of this condition are responsible for any damages caused to the University in the event of a breach of this scope. Unless stated otherwise, the condition not to disclose the classified information remains valid even after the project ends.

## Intellectual and industrial property rights relevant to projects

**Article 8-(1)** As for issues relating to intellectual and industrial property rights, provisions of the contract signed within the scope of externally-supported projects apply.

## Purchasing and financial transactions

**Article 9-(1)** Purchasing and financial transactions proceed as follows:

1. Purchases and rentals

When machinery, equipment, materials and services are required to be purchased or rented in relation to a project, the Project Executive performs an extensive market research, receives a quote from at least three companies or individuals where possible, and presents the offers to the Directorate of Purchasing. The Directorate of Purchasing performs the transaction with the approving opinion of the Project Manager. The required procedures for purchasing are executed in line with the relevant laws, regulations and regulation conditions of the University and the supporting institution or organization.

1. Financial transactions
2. Project revenues

These consist of the construction fee for the projects supported by institutions and organizations, the price paid by the relevant institution in return for the use of both the personnel and facilities of the university, and the interest income obtained from the sale of copyrights and patents arising from the project and from the assets in the bank.

1. Project expenses

Personnel costs, services rendered, purchases of machinery, equipment and materials, as well as payments made to the University in return for using University facilities constitute project expenses.

1. Payments among the expenses constituting project costs relevant to the University

These payments are from the amount included in the project expenses and budget in return for using University facilities in the execution, conclusion and assessment of each project.

1. Documenting revenues and expenses

Revenues are documented in line with receipts from ATÜMEK as a financial operation of Atılım University, or directly from the University. Payments made in cash are deposited in different accounts for each project. Cash deposited as revenue is documented with a receipt. Expenses are based on valid documentation in line with Tax Procedure Law regarding purchases or rentals of services, machinery, equipment and materials. Payments of these expenses are based on bank receipts and vouchers.

1. Procedures for cash and payments for projects

A bank account is opened for each project on behalf of the project executive. Cash received as project revenue is transferred to these accounts. Withdrawals for services rendered, and costs of machinery, equipment and material purchases, as well as down-payment transactions, and transfers of University shares to the University budget are performed via banks and with the approval of the Project Executive. If a supporting institution audits cash withdrawals in relation to the project, the rules projected by the institution in question apply.

1. Down-payments in relation to the project

Down-payments up to 5,000.00 TL may be provided for goods and services under 5,000.00 TL that may not be paid via the bank. Down-payments are covered with the expense documentation at the end of each month. The person authorized for down-payment withdrawals is determined by the President with the suggestions of the Project Executive and the Dean.

1. Accounting the transactions

Accounting procedures regarding projects are undertaken by ATÜMEK, or internally along with the accounts kept by the University, depending on project qualifications. Project revenues and expenses are accounted separately for each project, and within the legal procedures of projects and the institution. Project Executives deliver documents relating to the project to accounting on time.

1. Project budget calculations

Preparation of project proposals is based on the **direct and indirect costs** within the budget, depending on the supporting institution or organization. **Direct costs** involve project expenses, and consist of the following items:

1. Asset purchases,
2. Purchases of consumable material,
3. Services rendered from external institutions,
4. Expenses for domestic and international travels,
5. Personnel wages (academic, administrative and contracted personnel etc.)
6. Legal expenses in relation to the project, such as taxes, fees etc.
7. Utilization of laboratories, machinery, equipment and other facilities of the University.

**Indirect costs** are the amounts received for general management and operation procedures of institution shares or the university. They are calculated by multiplying the sums of Items 5, 6, and 7 with the multiplier 0.25. The total project budget consists of the sum of indirect and direct costs. Internal distribution of indirect costs within the University is calculated on the basis of certain formulas. Distribution formulas with regards to the presentation and execution of projects via research centers, or others, are calculated differently, as shown.

For large-scale projects that are to add a significant value to the university, the multiplier of 0.25 may be lowered upon the approval of the Chairperson of the Board of Trustees.

Indirect costs for research and counseling projects not presented and executed by Research Centers are distributed as shown to units and people contributing to the project, for research purposes:

1. 10% for Presidency expenses,
2. 10% for Deanship expenses,
3. 10% for Department expenses,
4. 20% for the expenses in the University budget,
5. 20% for the requirements of Serving Faculty Members,
6. And 30% for ARGEDA-TTO expenses.

Shares mentioned above other than those allocated for the University budget may be used by the relevant unit, center or faculty member regarding purchases of stationery and consumable goods, equipment, materials, and software; services such as maintenance, consulting, and training; travel expenses relating to the field of study and not covered by the University; participation fees for meetings such as national and international congresses; with the approval by the relevant Heads of Departments, the Dean, and the President. The President, relevant Deans, and relevant Heads of Departments may use the financial resources freely, within the items defined, and in line with laws.

Indirect costs for research and counseling projects presented and executed via Research Centers are distributed as shown to units and people contributing to the project, for research purposes:

1. 5% for Presidency expenses,
2. 5% for Deanship expenses,
3. 5% for the expenses of the relevant Department,
4. 20% for the expenses in the University budget,
5. 10% for the requirements of Serving Faculty Members,
6. 25% for ARGEDA-TTO expenses,
7. And 30% for Center expenses.

Shares mentioned above other than those allocated for the University budget may be used by the relevant unit, center or faculty member regarding purchases of stationery and consumable goods, equipment, materials, and software; services such as maintenance, consulting, and training; travel expenses relating to the field of study and not covered by the University; participation fees for meetings such as national and international congresses; with the approval by the relevant Heads of Departments, the Dean, and the President. The President, relevant Deans, and relevant Heads of Departments may use the financial resources freely, within the items defined, and in line with laws.

1. Internal distribution of finances to the University is not the case, since circulating capital revenues (indirect expenses) and tax cuts do not apply for counseling services provided to Technopole companies, as per Law on Technology Development Areas and its relevant regulations.
2. Unless otherwise mentioned, in projects such as consulting and continuous development outside of the scope of R&D, design and innovation, the total cost is allocated 80% as faculty member shares and 20% as the university share.
3. The University share provided to the University by the institution/ organization in projects supported by the institutions and organizations mentioned in Article 2 of this Directive is transferred to the general budget of the University.
4. No cuts are made from the revenues obtained as a result of research and development, design, and innovation projects within the scope of University-industry cooperation as per Clause “k” added on 16.02.2016 on the basis of Law no. 6676 to Article 58 of Law no. 2547; including those to be made in line with Clause (b) of the relevant Law. 85% of the revenue to be paid to the faculty members serving in this scope is paid to the faculty members without any cuts. The remaining amount is used for the processes mentioned in Clause (b). In the event where the University Executive Board grants the authorization for the ARGEDA-TTO to the Executive Board upon the permission by the University Executive Board, the projects and activities to be deemed to be within this scope are determined as such by the ARGEDA-TTO Executive Board, in line with the application by the faculty member.

A “Research, Development, Design and Innovation Projects Assessment Form” is completed within the scope of University - Industry cooperation and submitted to the authorization of the University Executive Board, and the ARGEDA-TTO Executive Board, in order for the procedures to proceed in line with Subclause k) of Article 58 of Law no. 2547.

**Article 10 - (1)** Project Executives are responsible for the flow chart on ANNEX-1 of the project for projects supported by TÜBİTAK, and on ANNEX-2 of the project for other externally-supported projects.

## Other obligations

**Article 11-(1)** If the project manager is discharged from the university for any reason, ARGEDA-TTO is to be informed accordingly, as timely as possible. The ARGEDA-TTO Executive Board may appoint a new project executive should they deem such a requirement and in the event where there are no provisions against a new project executive to be appointed in the contract with the supporting institution. Where needed, the dismissed project manager may be asked to provide their opinions on the appointment. In the case where the project executive is explicitly mentioned in the contract and there is a provision against a change, a new Project executive may be appointed for the project from the University upon the approval of the supporting organization.

1. The project manager is responsible to monitor the processes to finalize their project, or to transfer it to another project executive in the stages of their dismissal in the event where they shall be discharged from the University for any reason.
2. The project executive is obligated to inform the ARGEDA-TTO Executive Board of correspondences by the supporting organization in the event where causes arise that may affect the progression of the procedures determined on the project schedule.
3. In cases such as abusing the project budget, failure to present interim reports on time and the realization that the project may not be concluded within the planned time due to situations and conditions, the ARGEDA-TTO Executive Board may change the project executive if the contract with the supporting organization allows for such.
4. The project executive is liable for any damage on the University or a third party due to a failure or neglect by the project manager, failure to achieve a conclusion or an approval for the project, and/ or within the scope of the project itself.
5. The project manager signs the declaration in ANNEX-3 for projects supported by TÜBİTAK, or that in ANNEX-4 for externally-supported projects, and delivers them to ARGEDA-TTO before signing the project contract.

# SECTION THREE

## Miscellaneous Provisions

**Cases not included in the Directive**

**Article 12 - (1)** When there are no provisions in this Directive regarding a certain case, other relevant regulations and directives of the University apply; whereas for projects supported by institutions and organizations determined in Article 2, the provisions of the contract with the relevant organization or institution regarding the implementation of the project and provisions of other relevant legislations apply.

## Effective Date

**Article 13 - (1)** This Directive enters into effect after its acceptance by the University Senate, and the approval of the Chairperson of the Board of Trustees.

## Execution

**Article 14-(1)** This Directive is executed by the President of Atılım University.

**ANNEX-1**

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**ATILIM UNIVERSITY FLOW CHART ON APPLICATION AND EXECUTION OF PROJECTS SUPPORTED BY TÜBİTAK**

The project is revised in line with the reasons for rejection, and submitted to the Institution in the next term.

The project proposal is not presented again.

The interim and final assessment reports from the RELEVANT INSTITUTION are submitted to the Presidency and ARGEDA-TTO by the Project Executive.

A copy of the contract and its appendices are submitted to ARGEDA-TTO and the Directorate of Administrative and Financial Affairs by the Project Executive.

The result is conveyed to the proposer with the reasons for rejection.

Is it appropriate

to support the project?

The project proposal forms are based on the provisions of the relevant legislation. They are signed by the University management along with the externally-supported project information form, and submitted to the RELEVANT INSTITUTION.

YES

NO

The project enters into effect.

NO

YES

The project proposal is evaluated by the relevant institution.

YES

NO

Are the documents attached to the application form complete, and appropriate in their form?

The RELEVANT INSTITUTION performs a preliminary evaluation. (The formal evaluation is performed.)

The project is returned to the proposer.

**ANNEX-2**

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The project does not enter into effect.

Were the requested revisions applicable as per the Relevant Institution?

Do the Project contract, the Project budget and attachments require revisions and edits?

The project does not enter into effect.

The ARGEDA-TTO Directorate sends the Project contract, the proposed project budget and appendices to the relevant Institution and the Project Executive for signature purposes.

The result is informed to the project executive with its justifications via the ARGEDA-TTO Directorate.

The project contract, the proposed project budget and attachments are presented to the ARGEDA-TTO Directorate.

Are the project contract draft, the proposed project budget, and appendices appropriate?

The ARGEDA-TTO Directorate performs the necessary preliminary assessments, and sends the project contract sample, the proposed project budget and attachments to the Directorate of Financial Affairs and Budgeting, and the Undersecretary of Law for review.

The Project Executive presents a copy of the contract with the relevant Institution, the proposed project budget and attachments to the ARGEDA-TTO Directorate.

The relevant Institution presents the Project Contract and its Attachments to the Project Executive.

The topic and context of the project to be executed are defined by the relevant Institution and the Project Executive.

The Relevant Institution is contacted, and the required amendments are conveyed.

The project enters into effect.

NO

YES

YES

NO

NO

YES

**ATILIM UNIVERSITY FLOW CHART ON APPLICATION AND EXECUTION OF PROJECTS SUPPORTED BY PRIVATE ORGANIZATIONS**

# ANNEX-3

**COVENANT**

…./…/……

I hereby accept, declare and guarantee that, in order to ensure the occupational health and safety in the project supported by TÜBİTAK and titled ----, no. ---- to last ---- months from ---- to ----, with a budget of ---- TL, I shall take all measures mentioned in the relevant legislation and that I am responsible for taking all the measures in question, that I shall comply with the durations of the contract, and with the contract of privacy; and take the responsibility to execute the project in line with the project contract, the attachments of the contract and all relevant legislations starting from that of TÜBİTAK regarding scientific, technical, administrative, legal and financial aspects, as well as the responsibility over any problems, delays or negligence. I also accept, declare and guarantee that I shall compensate the damages in the event that Atılım University experiences any losses resulting from the contract.

Full Name : …………………………..

Date : …………………………..

Signature : …………………………..

Attachments: The contract and its attachments

# ANNEX-4

**COVENANT**

…./…/……

I hereby accept, declare and guarantee that, in order to ensure the occupational health and safety and to execute, develop and result the project in line with the issues proposed in the contract signed between ----- and Atılım University Atümek Public Economic Enterprise, dated ----- and relevant to the project titled -----; and its attachments, I shall take all measures mentioned in the relevant legislation and that I am responsible for taking all the measures in question, that I shall comply with the durations of the contract, and with the contract of privacy; and take the responsibility to execute the project in line with the project contract, the attachments of the contract and all relevant legislations regarding scientific, technical, administrative, legal and financial aspects, as well as the responsibility over any problems, delays or negligence. I also accept, declare and guarantee that I shall compensate the damages in the event that Atılım University experiences any losses resulting from the contract.

Full Name : …………………………..

Signature : …………………………..

Attachments: The contract and its attachments.